

REMARKS/ARGUMENTS

Status of the Claims

Claims 1, 3-8, 10-15, 17-19, and 21-25 are currently pending in the application. Claims 1, 5, 15, and 19 have been amended. No new matter has been added by the amendments. No claims have been added. No claims have been cancelled. Therefore, claims 1, 3-8, 10-15, 17-19, and 21-25 are present for examination. Claims 1, 8, 15, and 19 are independent claims. Applicant respectfully requests reconsideration of this application as amended.

Claim Rejections Under 35 U.S.C. § 101

Claims 1, and 3-7 have been rejected under 35 U.S.C. § 101 because the claimed invention is directed to non-statutory subject matter.

Applicants respectfully disagree with the Examiner's interpretation of the Supreme Court case law, nonetheless, claims 1, and 3-7 have been amended to expedite allowance of this case. Accordingly, Applicants respectfully request that this rejection be withdrawn.

Claim Rejection Under 35 U.S.C. §102

Claims 1, 3-8, 10-15, 17-19, and 21 have been rejected under 35 U.S.C. § 102(a) as being anticipated by Japan Patent No. JP 2002-109419 issued to Kensuke et al. ("Kensuke").

Claim 1, and similarly claims 8, 15, and 19 recite the operation of "determining whether the purchase account of the settlement request can be financed...based on *financing availability information* which specifies a financing available amount of the end user." (Emphasis provided.) It appears that the Examiner mistakenly asserts that claim 1's "financing availability information" is the same as Kensuke's "purchaser's account" or "the account appointed for ecommerce transactions." (See Kensuke at paragraphs 0013, 0016, and Fig. 1.) Applicants respectfully disagree with the Examiner's assertion for at least the following reasons.

First, claim 1's "financing availability information" and Kensuke's "purchaser's account" or "the account appointed for ecommerce transactions" are different types of information. As can be seen in the Applicants Specification, bank system 40 has the usual bank

account information (*i.e.*, Kensuke's "purchaser's account" or "the account appointed for ecommerce transactions"). In other words, in this situation there are two types of account information, financing availability information (*i.e.*, does the end user qualify for financing?) and usual bank account information (*i.e.*, purchaser's account, account number, etc.). Accordingly, financing availability information is not used for settling account transaction, but is instead used to determine whether the end user can receive financing. (*See* Specification at page 3, paragraph 0007). Kensuke fails to disclose such financing availability information, and instead discloses a purchaser's account and the account appointed for ecommerce transactions (which is in fact a part of the purchaser's account). (*See* Kensuke at paragraph 0010). Thus, Kensuke only discloses one account type, and that account type is for usual banking transaction, and not for determining whether an end user's qualifies for financing, as in claim 1.

Secondly, financing availability information and usual bank account information are stored on different types of systems. For example, claim 1 recites the operation of "recording, at the financing database, the financing availability information." In other words, the financing availability information is stored in a financing database connected to the central equipment, so that the central equipment can, "if it is detected the account system is not in operation, execut[e]... an automatic financing procedure. Stated differently, the central equipment can execute the automatic financing based on the financing availability information when the bank (or account system) is unavailable, whereas if the financing availability information was not stored on the financing database connected to the central equipment, this would not be possible (as with Kensuke).

The Examiner indicates in the Office Action that Kensuke's financial institution's computer 9 corresponds to bank system 40. Furthermore, Kensuke discloses that institution's computer 9 stores the purchaser's account and the account appointed for ecommerce transactions. Assume for the sake of argument that Applicants agree with the Examiner's interpretation, which serves to further support that Kensuke fails to teach or suggest the operations of claim 1. In other words, since Kensuke's financial institution's computer 9 corresponds to bank system 40, when financial institution's computer 9 is not in operation the purchaser's account and the account appointed for ecommerce transactions in not accessible.

Furthermore, since Kensuke's settlement accepting server 12 corresponds to claim 1's central equipment, the settlement accepting server 12 cannot execute anything while the financial institution's computer 9 is not in operation. Claim 1 specifically remedies this situation by storing the financing availability information in a separate location from the accounting system, such that when the accounting system is not available, the financing availability information is still accessible by the central equipment and financing can still occur. This is specifically not the case in Kensuke. Therefore, for at least these reasons, Applicants believe that claims 1, 8, 15, and 19 are patentable over Kensuke.

Claims 3-7, 10-14, 17, 18, and 21-25 depend from one of claims 1, 8, 15, or 19. Thus, at least by virtue of their dependence on an allowable base claim, Applicants submit that claims 3-7, 10-14, 17, 18, and 21-25 are also patentable over Kensuke.

CONCLUSION

In view of the foregoing, Applicants believe all claims now pending in this Application are in condition for allowance. The issuance of a formal Notice of Allowance at an early date is respectfully requested. Applicants do not acquiesce to any argument not specifically addressed herein. Rather, Applicants believe the amendments and arguments contained herein overcome all rejections presented.

If the Examiner believes a telephone conference would expedite prosecution of this application, please telephone the undersigned at .

Respectfully submitted,

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